

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 4/12/2012

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with Barge, Waggoner, Sumner & Cannon, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Barge, Waggoner, Sumner & Cannon, Inc. for Engineering Design Services for Sewell Tract Sewer Project, Project No. 65-12-SS02

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering services contract to design approximately 5,000 LF of 16" DIP gravity sewer to serve Sewell Tract, between Powell Road and Old Highway 20 in Limestone County for potential future development in the area. Design services in a lump sum total amount of \$67,957.00. Account No. 02-6500-0811-1348

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 4/4/12

revised 3/12/2012

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **4/12/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Engineering Design Services**

Document Name: **BWSC-Sewell Tract Sewer Project, Project No. 65-12-SS02**

City Obligation Amount: **\$67,957.00**

Total Project Budget: **\$67,957.00**

Uncommitted Account Balance: **0**

Account Number: **02-6500-0811-1348**

## Procurement Agreements




**Not Applicable**

**Not Applicable**

## Grant-Funded Agreements

**Not**  
**Applicable**

**Grant Name:**

Department	Signature	Date
1) Originating		4/4/12
2) Legal		4/5/12
3) Finance		4/9/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 12-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with Barge, Waggoner, Sumner & Cannon, Inc. in the amount of SIXTY-SEVEN THOUSAND NINE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$67,957.00) for Engineering Design Services for Sewell Tract Sewer Project, Project No. 65-12-SS02, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Barge, Waggoner, Sumner & Cannon, Inc. for Engineering Design Services for Sewell Tract Sewer Project, Project No. 65-12-SS02" consisting of a total of nineteen (19) pages plus seventy-three (73) additional pages consisting of Attachments 1-16, and the date of April 12, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 12th day of April, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 12th day of April, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**BARGE, WAGGONER, SUMNER & CANNON, INC.**  
**FOR**  
**ENGINEERING DESIGN SERVICES FOR**  
**SEWELL TRACT SEWER PROJECT**

**Project I.D Number 65-12-SS02**  
**April 12, 2012**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: April 12, 2012**

## TABLE OF CONTENTS

<u>ARTICLE 1 - ENGAGEMENT OF THE ENGINEER.....</u>	
<u>ARTICLE 2 - DESIGN SERVICES OF THE ENGINEER.....</u>	
<u>ARTICLE 3 - OMITTED.....</u>	
<u>ARTICLE 4 - ADDITIONAL SERVICES.....</u>	
<u>ARTICLE 5 - RESPONSIBILITIES OF OWNER.....</u>	
<u>ARTICLE 6 - PERIOD OF SERVICES.....</u>	
<u>ARTICLE 7 - PAYMENT TO THE ENGINEER.....</u>	
<u>ARTICLE 8 - GENERAL PAYMENT PROCEDURE.....</u>	
<u>ARTICLE 9 - GENERAL CONSIDERATIONS.....</u>	
<u>ARTICLE 10 - INDEMNITY AND INSURANCE.....</u>	
<u>ARTICLE 11 - MISCELLANEOUS PROVISIONS.....</u>	
<u>ATTACHMENT 1 - SCOPE OF SERVICES.....</u>	
<u>ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM.....</u>	
<u>ATTACHMENT 3 – E-VERIFY AFFIDAVITS.....</u>	
<u>ATTACHMENT 4 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES.....</u>	
<u>ATTACHMENT 5 - DESIGN REVIEWS.....</u>	
<u>ATTACHMENT 6 - ENGINEERS PERSONNEL FEE SCHEDULE.....</u>	
<u>ATTACHMENT 7 - PROGRESS REPORT.....</u>	
<u>ATTACHMENT 8 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER.....</u>	
<u>ATTACHMENT 9 - CONTRACT DOCUMENT REQUIREMENTS LIST.....</u>	
<u>ATTACHMENT 10 - REQUIREMENTS FOR DOCUMENT SUBMITTALS.....</u>	
<u>ATTACHMENT 11 –UTILITY PROJECT NOTIFICATION FORM.....</u>	
<u>ATTACHMENT 12 – SAMPLE STANDARD DRAWING FORMAT.....</u>	
<u>ATTACHMENT 13 – ROW SUBMITTAL.....</u>	
<u>ATTACHMENT 14 – U.S. NATIONAL MAP ACCURACY STANDARDS.....</u>	
<u>ATTACHMENT 15 – REAL ESTATE PLAN REQUIREMENTS.....</u>	
<u>ATTACHMENT 16 – GIS BASE MAP.....</u>	

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**BARGE, WAGGONER, SUMNER & CANNON, INC.**  
**FOR**  
**ENGINEERING DESIGN SERVICES FOR**  
**SEWELL TRACT SEWER PROJECT**  
**Project I.D Number 65-12-SS02**

THIS AGREEMENT made as of the 12th day of April in the year 2012, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and BARGE, WAGGONER, SUMNER & CANNON, INC. (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional engineering services for design of Sewell Tract Sewer Project as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

- 2.1** ENGINEER shall provide for OWNER professional engineering services for design of Sewell Tract Sewer Project.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.5** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 4. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.7** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.8** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 11) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.9** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.10** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 5 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

- 2.11** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid03
Units:	US Survey Feet

- 2.12** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.13** The ENGINEER shall prepare the prebid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the prebid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.14** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

### **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES** **OMITTED**

### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.



- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its

responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of April 13, 2012. The final completion date for the completion of design services as outlined in Article 2 shall be October 13, 2012.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE ENGINEER**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF SIXTY-SEVEN THOUSAND NINE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$67,957.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 6.

### **7.2 REIMBURSABLE EXPENSES**

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

### **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any

payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

#### **PAYMENT SUMMARY**

Engineering Design Services – LUMP SUM AMOUNT OF	\$67,957.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$67,957.00</u></b>

### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the ENGINEER must submit a consultant progress report known as Attachment 7. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 7 – Progress Report in the appropriate space provided that such action has been completed.

#### **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

#### **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to

exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

#### **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

#### **8.5 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf).

### **ARTICLE 9 - GENERAL CONSIDERATIONS**

#### **9.1 GENERAL**

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

#### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "8" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services

### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

### **9.5 CANCELLATION OF WORK**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

### **9.6 CHANGES**

**9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

### **9.7 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the



ENGINEER's records at the OWNER's reasonable expense.

#### **9.8 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

#### **9.9 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.10 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

#### **9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later

indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

## **10.2 MINIMUM SCOPE OF INSURANCE:**

### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

### **D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

### **E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

### **F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

### **10.3 MINIMUM LIMITS OF INSURANCE:**

#### **A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

#### **B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

#### **C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

#### **D. Workers' Compensation:**

As required by the State of Alabama Statute

#### **E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

### **10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

#### **A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.



**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Other Than Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

**B. Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub

consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **11.2 INTENT AND INTERPRETATION**

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

**11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

**11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

**11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in

completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

#### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

#### **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

#### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance.

#### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice engineering by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the

second business day following the date of posting.

#### **11.9 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.10 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.12 ETHICS**

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

#### **11.13 ALABAMA IMMIGRATION ACT**

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. As a condition of this agreement, pursuant to Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 1-13-30, compliance with this requirement shall be done by the ENGINEER by completion of the "City of Huntsville, Alabama Report of Ownership Form" listed as Attachment 2 in this agreement and returning the completed form to the Engineering Division either by fax to 256/427-5325 to the attention of Mary Hollingsworth, email to [Mary.Hollingsworth@huntsvilleal.gov](mailto:Mary.Hollingsworth@huntsvilleal.gov), hand delivery or mail to: City of Huntsville Engineering Division, P. O. Box 308, Huntsville, AL 35804. The form shall be returned at the time of the signing of the contract by the ENGINEER and must be submitted before the contract is presented to the City of Huntsville City Council for approval.

#### **11.14 E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the business entity and for sub-consultants/business entities employed by the contracting business entity are included as Attachment 3 in this contract. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

**11.15 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**ENGINEER:**  
**BARGE, WAGGONER, SUMNER &  
CANNON, INC.**

BY: \_\_\_\_\_  
Harry M. Wilson

TITLE: \_\_\_\_\_  
Vice President

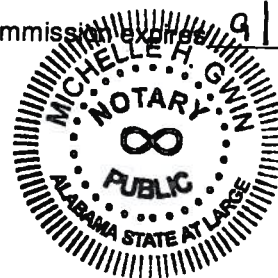
ATTEST: \_\_\_\_\_

Given under my hand this 5<sup>th</sup> day

Of April, 2012.

\_\_\_\_\_  
Michelle H. Gwin  
Notary Public

My commission expires 9/8/12



**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to Letter dated February 23, 2012, from Harry M. Wilson, PE to Shane Davis, PE and attachments).**





2/23/2012

*[Handwritten signature: J. Davis, dated 4/3/12]*  
Mr. Shane Davis, PE  
Director, Engineering Division  
City of Huntsville  
302 Fountain Circle  
Huntsville, Alabama 35801

**RE: Sewell Tract Sewer Project**

Dear Mr. Davis:

BWSC is pleased to respond to your request for a proposal for professional services relative to the design of Sewell Tract Sewer Project. It is BWSC's understanding that the City of Huntsville wishes to extend the sewer service to the proposed industrial site, located along Powell Road in Limestone County. BWSC will provide the services listed as outlined in the Scope of Services attached, according to the Man-day worksheet and schedule attached. The proposed fee is a lump sum amount of \$67,957.00.

If you should have any questions, please feel free to call Jack Kimbrough, Jr. PE, at 256-533-1561.

Sincerely,

*[Handwritten signature: Harry M. Wilson]*  
Harry M. Wilson, PE  
Office Manager/Vice President



**SCOPE OF SERVICES**  
**SEWELL TRACT SEWER PROJECT**  
**NEW ALIGNMENT**

**CORRIDOR STUDY, FIELD SURVEY, RIGHT OF WAY DOCUMENTS AND  
CONSTRUCTION PLANS**

**PROJECT DESCRIPTION:**

The project will include the design of a sanitary sewer extension, beginning just east of Beaverdam Creek at an existing manhole, and extending to just west of Powell Road, at a point to be determined on the Sewell property. In general, the scope of work proposed by BWSC for this project includes a corridor study, field survey, preparation of right of way documents, and preparation of construction plans for the above improvements.

**I: Corridor Study:** BWSC will review mapping, zoning, and other proposed improvements or special information provided by the COH. BWSC will use this information in preparing up to three possible alignments, service area maps and preliminary cost estimates to identify the preferred alignment for this project. A meeting with the COH will then be held to identify the selected alignment.

As a sub-consultant to BWSC, S&ME will provide professional services related to the delineation and permitting for wetlands and jurisdictional streams. See the attached proposal from S&ME Inc. for more details.

- Deliverables for the corridor study will be a roll map at a scale of 1"=100' of the presented alternates. Permit Applications will be prepared and provided to the City for execution and submittal to the reviewing agency.

BWSC will attend meetings for these tasks in accordance with the list below.

<u>Description</u>	<u>Location</u>	<u># Occurrences</u>
Kickoff Meeting	Huntsville, AL	1
Alternate Selection Meeting	Huntsville, AL	1
Permitting Meetings	Huntsville, AL	1

**II: Field Survey:** BWSC will obtain field survey information throughout the project corridor as needed to prepare construction plans and establish a profile for the selected route. Property corners will be located and further identified as needed to the extent practical for use in preparing easement acquisition documents. Manholes will be staked prior to the 50% review to aid in visualizing the selected route.

- Deliverables for field survey will be a roll map at a scale of 1"=100' and a CD with CADD files, if requested.

BWSC will attend meetings for these tasks in accordance with the list below.

<u>Description</u>	<u>Location</u>	<u># Occurrences</u>
None		

**III: Right of Way Documents:** BWSC will prepare right-of-way documents for this project in accordance with Attachment 13 of a Standard City of Huntsville Engineering Contract. BWSC assumes 4 takings for this project. BWSC will provide staking in accordance with Article 2.11 of a Standard City of Huntsville Engineering Contract.

BWSC will attend meetings for these tasks in accordance with the list below.

<u>Description</u>	<u>Location</u>	<u># Occurrences</u>
Acquisition Meeting	Huntsville, AL	2

**IV: Sanitary Sewer Plans:** Using the selected alignment from the Corridor Study task above, BWSC will prepare sanitary sewer design documents for this project. These documents will include construction plans of sewer geometry, special details, temporary traffic control during construction, permanent and temporary erosion and sediment control. This task will also include supplementary specifications, if required, to the Standard City of Huntsville Construction Specifications.

S&ME Inc. will perform a geotechnical investigation and prepare a materials report for the proposed improvements as a sub-consultant to BWSC. See the attached proposal from S&ME Inc. for more details.

- Deliverables for these tasks will be in accordance with the City of Huntsville Design and Acceptance Manual for Sanitary Sewers.

BWSC will attend meetings for these tasks in accordance with the list below.

<u>Description</u>	<u>Location</u>	<u># Occurrences</u>
60% Design Meeting	Huntsville, AL	1
90% Design Meeting	Huntsville, AL	1
Pre-Bid Meeting	Huntsville, AL	1

**\*\*ASSUMPTIONS AND CLARIFICATIONS:**

1. BWSC WILL NOT PROVIDE ANY STUDIES, ANALYSIS, OR DESIGN ON THE FUTURE SEGMENTS OF SEWER.
2. SINCE THE PRIMARY TRACT SERVICED BY THIS SEWER WILL MOST LIKELY BE MODIFIED WHEN FACILITIES ARE CONSTRUCTED, THE PRELIMINARY STUDIES IDENTIFIED IN THIS SCOPE CAN ONLY INDICATE SERVICE AREAS BASED ON THE EXISTING ELEVATIONS OF THE SITE.
3. BWSC ASSUMES THAT THE COH WILL PROVIDE ANY PROPOSED ZONING, LAND USAGE, OR OTHER INFORMATION REQUIRED FOR USE IN DETERMINING SEWAGE LOADS.
4. PERMITTING PROVIDED FOR IN THIS SCOPE HAS BEEN LIMITED TO THAT PROVIDED FOR BY S&ME AND THE PREPARATION OF A NPDES PERMIT FOR SUBMITTAL TO ADEM.
5. BWSC ASSUMES THAT THIS PROJECT WILL BE LET BY THE CITY OF HUNTSVILLE IN ONE CONSTRUCTION PACKAGE.
6. THE DESIGN OF UTILITY RELOCATIONS HAS NOT BEEN INCLUDED IN THIS SCOPE.

**Sewell Sanitary Sewer Design Fee Breakdown  
and Preliminary Cost Estimate**

**1. Corridor Study: \$19,563.00 - Determining Line location and most efficient service area**

BWSC: \$6,828.00 Actual work on this contract  
           \$ 30.00 expenses (roll map)  
 S&ME: \$12,100.00 (Environmental Permitting and Wetlands Delineation)  
           \$ 605.00 (5% Markup)

**2. Field Survey: \$12,489.50**

**3. Right of Way: \$ 5,594.00 (Easement Sketches and Staking)**

**4. Sewer Plans: \$30,310.20 (Actual Plans Production)**

BWSC: \$22,037.20  
           \$ 335.00  
 S&ME: \$ 7,560.00 (Geotech)  
           \$ 378.00 (5% Markup)

**Construction cost estimate**

16" DIP Gravity Line between 15' and 20' deep: \$145/LF x 5000LF=	\$ 725,000
48" Manholes between 15' and 20' deep: \$4000/EA x 10 EA =	\$ 40,000
1 Large J&B Under Creek=	\$ 15,000
1 Medium J&B Under Road=	\$ 10,000
Contingency/Mobilization @ 15%=	\$ <u>118,500</u>
<b>Total</b>	<b>\$ 908,500</b>

8% of construction cost estimate is \$72,680

BWSC proposal for design and surveying only is \$46,948

**Environmental Scope**

Jurisdictional Waters Determination (Creek, Ditch, South Boundary of Wetlands to the North  
 and North Boundary of Wetlands to the South)  
 Threatened and Endangered Species Survey  
 Cultural Resources Survey  
 Permit Application and Submittal (Including Submittal to TVA)

**Geotech Scope**

11 Borings (15'-30' Deep or Auger Refusal)(Essentially a hole every 500')  
 Laboratory Work  
 Report including the ability to conduct a bore near the creek

3/22/2012

## City of Huntsville Engineering Division

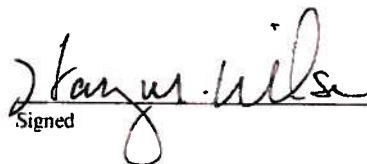
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<b>Project No.</b>		
<b>Project Name</b>	Sewell Sewer	
<b>Description</b>	16" Gravity Sewer	
<b>Scope of Work</b>	Sewer	
<b>Project Length</b>	~ 4600 LF	
<b>C.O.H. Project Engineer</b>	Kathy Martin	
<b>Engineering Consultant</b>	Barge, Waggoner, Sumner and Cannon, Inc.	

**GRAND TOTAL OF FEE PROPOSAL**

	<b>Labor Cost</b>	<b>Out-of-pocket Expenses</b>	<b>Fee</b>
<b>Corridor Study</b>	\$19,533.00	\$30.00	\$19,563.00
<b>Field Surveys</b>	\$12,152.00	\$337.50	\$12,489.50
<b>Preliminary Roadway Plans</b>	\$0.00	\$0.00	\$0.00
<b>Preliminary Bridge Plans</b>	\$0.00	\$0.00	\$0.00
<b>Right-of-Way Map, Tract Sketches and Deeds</b>	\$5,496.00	\$98.00	\$5,594.00
<b>Roadway Plans</b>	\$0.00	\$0.00	\$0.00
<b>Bridge Plans</b>	\$0.00	\$0.00	\$0.00
<b>Drainage Plans</b>	\$0.00	\$0.00	\$0.00
<b>Sanitary Sewer Plans</b>	\$29,975.20	\$335.00	\$30,310.20
<b>Environmental</b>	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL FEE</b>			<b>\$67,957</b>


<b>LABOR RATES</b>	<b>Effective Time Period</b>	<b>Project Duration</b>
<b>Classification</b>	<b>Hourly Rate</b>	<b>Assigned Personnel</b>
Project Engineer	\$155.00	Keith Magee
Environmental Scientist		
Design Engineer	\$120.00	Jack Kimbrough
Engineer Tech. / CADD		
Clerical	\$67.00	Michelle Gwin
PLS	\$104.00	Gary Pitzing
Survey Crew	\$160.00	Multiple



Signed

2-23-2012

Date



Position/Title



2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			
<b>CORRIDOR STUDY</b>		<b>Project Engineer</b>	<b>Design Engineer</b>
			<b>Engineer Tech. / CADD</b>
<b>Task A: Preliminary Corridor Investigation</b>		<b>ESTIMATED MAN-DAYS</b>	
A-1 Obtain & Study Maps		0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas		0.25	1.00
A-3 Consult With Various Agencies, Ascertain Their Requirements		0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate		0.25	1.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
<b>Task A Totals</b>		<b>0.50</b>	<b>2.00</b>
<b>Task B: Alternative Upgrading Studies</b>			
B-1 Develop & Study Preliminary Alternate Designs to Determine Feasibility		1.00	1.00
B-2 Develop Cost Estimates		0.25	0.50
B-3 Conduct Environmental Studies		0.00	0.00
B-4 Prepare Information for & Attend Public Inv. Meeting/Analyze Comments		0.00	0.00
B-5 Review Feasible Alternates		0.00	0.25
B-6 Meet with COH to Discuss Alternatives		0.25	0.50
		0.00	0.00
		0.00	0.00
<b>Task B Totals</b>		<b>1.50</b>	<b>2.25</b>
<b>Task C: Engineering Analysis on Selected Alternative</b>			
C-1 Refine Selected Alternate & Prepare Layout Map & Profile/Study Report		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
<b>Task C Totals</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>		<b>2.00</b>	<b>4.25</b>
			<b>0.00</b>

2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>
<b>Project Name</b> Sewell Sewer
<b>Description</b> 16" Gravity Sewer
<b>Scope of Work</b> Sewer
<b>Project Length</b> ~ 4600 LF
<b>C.O.H. Project Engineer</b> Kathy Martin
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.
<b>Out-of-pocket Expenses (Corridor Study)</b>

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
Concept Roll Maps	2	6	12	\$ 2.50	\$ 30.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction C					\$ 30.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

<b>Total Out-of-pocket Expenses</b>	<b>\$ 30.00</b>
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Comments:

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3/22/2012

## City of Huntsville Engineering Division

12:20 PM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			
<b>Fee Proposal (Corridor Study)</b>			
<b>PERSONNEL COST</b>			
	<b>Man-days</b>	<b>Daily Rate @ 8hrs/day</b>	
Project Engineer	2.00	\$ 1,240.00	\$ 2,480.00
Design Engineer	4.25	\$ 960.00	\$ 4,080.00
Engineer Tech. / CADD	0.00	\$ -	\$ -
Clerical	0.50	\$ 536.00	\$ 268.00
<b>Sub-Total</b>			<b>\$ 6,828.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
S&ME Environmental Permitting		\$	12,100.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	605.00
<b>Sub-Total</b>			<b>\$ 12,705.00</b>
<b>TOTAL LABOR</b>			<b>\$ 19,533.00</b>



2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			
<b>FIELD SURVEY</b>			<b>Engineer</b>
<b>Based on a 2 Man Crew</b>			<b>Survey Tech. /</b>
<b>Task</b>	<b>PLS</b>	<b>Crew</b>	<b>CADD</b>
	<b>ESTIMATED MAN-DAYS</b>		
Contact Property Owners	0.25	0.25	0.00
Perform Basic Control Survey	0.50	0.50	0.00
Obtain Topographic Data	4.00	1.00	0.00
Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00
Identify/Locate Utilities	0.00	0.50	0.00
Tie to Required Property Corners	1.00	1.00	0.00
Obtain Copies of Latest Deeds	0.25	0.00	0.00
Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.00	1.00	0.00
Prepare Detailed Topographical/Field Map	1.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>TOTALS</b>	<b>7.00</b>	<b>4.25</b>	<b>0.00</b>

2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>
<b>Project Name</b> Sewell Sewer
<b>Description</b> 16" Gravity Sewer
<b>Scope of Work</b> Sewer
<b>Project Length</b> ~ 4600 LF
<b>C.O.H. Project Engineer</b> Kathy Martin
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.
<b>Out-of-pocket Expenses (Field Survey)</b>

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
Current Deeds	2	15	30	\$ 0.25	\$ 7.50
Field Maps	2	1	2	\$ 2.50	\$ 5.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction C</b>					<b>\$ 12.50</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
Field Supplies @ \$75/Day	\$ 325.00

<b>Total Out-of-pocket Expenses</b>	<b>\$ 337.50</b>
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Comments:

2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	<b>Man-days</b>	<b>Daily Rate @ 8hrs/day</b>	
Project Engineer	0.50	\$ 1,240.00	\$ 620.00
PLS	7.00	\$ 832.00	\$ 5,824.00
Survey Crew	4.25	\$ 1,280.00	\$ 5,440.00
Engineer Tech. / CADD	0.00	\$ -	\$ -
Clerical	0.50	\$ 536.00	\$ 268.00
<b>Sub-Total</b>			<b>\$ 12,152.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
<b>Sub-Total</b>			<b>\$ -</b>
<b>TOTAL LABOR</b>			<b>\$ 12,152.00</b>



[illegible]



2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			

ROW Map, Tract Sketches and Deeds	Engineer		
	PLS	Survey Crew	Tech. / CADD
<b>Estimated number of takings=</b> 4	<b>ESTIMATED MAN-DAYS</b>		
<b>Task A: Right-of-Way Map</b>	1.00	0.00	0.00
<b>Task B: Tract Sketches</b>	1.00	0.00	0.00
<b>Task C: Deeds</b>	1.00	0.00	0.00
<b>Task D: Right-of-Way/Acquired Parcel Staking</b>	1.00	1.00	0.00
	0.00	0.00	0.00
<b>TOTALS</b>	<b>4.00</b>	<b>1.00</b>	<b>0.00</b>

Note: A "Taking" is any separate piece of property acquired by the C.O.H. This includes parcels, drainage easements, construction easements, etc.



2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			
<b>Fee Proposal (ROW Map, Tract Sketches &amp; Deeds)</b>			
<b>PERSONNEL COST</b>			
	<b>Man-days</b>	<b>Daily Rate @ 8hrs/day</b>	
Project Engineer	0.50	\$ 1,240.00	\$ 620.00
PLS	4.00	\$ 832.00	\$ 3,328.00
Survey Crew	1.00	\$ 1,280.00	\$ 1,280.00
Engineer Tech. / CADD	0.00	\$ -	\$ -
Clerical	0.50	\$ 536.00	\$ 268.00
<b>Sub-Total</b>			<b>\$ 5,496.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			<b>\$ -</b>
<b>TOTAL LABOR</b>			<b>\$ 5,496.00</b>

2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>
<b>Project Name</b> Sewell Sewer
<b>Description</b> 16" Gravity Sewer
<b>Scope of Work</b> Sewer
<b>Project Length</b> ~ 4600 LF
<b>C.O.H. Project Engineer</b> Kathy Martin
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.
<b>Out-of-pocket Expenses (ROW Map, Tract Sketches &amp; Deeds)</b>

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets per Set	Total Sheets	Cost per Sheet	Total
Roll Map	2	1	2	\$ 10.00	\$ 20.00
Tract Sketches	3	2	6	\$ 0.25	\$ 1.50
Tract Deeds	3	2	6	\$ 0.25	\$ 1.50
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction C</b>					<b>\$ 23.00</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
Field Supplies @ \$75/Day	\$ 75.00

<b>Total Out-of-pocket Expen:</b>	<b>\$ 98.00</b>
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<b>Comments:</b>
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2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>							
<b>Project Name</b> Sewell Sewer							
<b>Description</b> 16" Gravity Sewer							
<b>Scope of Work</b> Sewer							
<b>Project Length</b> ~ 4600 LF							
<b>C.O.H. Project Engineer</b> Kathy Martin							
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.							
<b>SANITARY PLANS</b>		<b>ESTIMATED MAN-DAYS</b>					
		<b>Project Engineer</b>		<b>Design Engineer</b>		<b>Engineer Tech. / CADD</b>	
		<b>DAYS/ SHEET</b>	<b>TOTAL</b>	<b>DAYS/ SHEET</b>	<b>TOTAL</b>	<b>DAYS/ SHEET</b>	<b>TOTAL</b>
<b>SHEET TITLE</b>	<b>NO OF SHEETS</b>						
TITLE SHEET	0.75	0.00	0.00	0.25	0.19	0.00	0.00
INDEX SHEET	0.25	0.00	0.00	0.25	0.06	0.00	0.00
PROJECT NOTE SHEET	0.75	0.10	0.08	0.25	0.19	0.00	0.00
PLANS LEGEND	0.25	0.00	0.00	0.25	0.06	0.00	0.00
<b>SUMMARY SHEET</b>							
Main Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>PLAN &amp; PROFILE</b>							
Gravity Sewer Plan & Profile	4.00	0.50	2.00	1.00	4.00	0.00	0.00
Force Main Plan & Profile	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TRAFFIC CONTROL</b>							
Traffic Control	2.00	0.00	0.00	0.25	0.50	0.00	0.00
<b>UTILITY SHEETS</b>							
Utility Locations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>PIPE SIZING CALC./REPORT</b>							
Drainage Basin Map	1.00	0.25	0.25	1.00	1.00	0.00	0.00
Hydraulic Data Spreadsheet	1.00	0.50	0.50	1.00	1.00	0.00	0.00
<b>EROSION CONTROL</b>							
Erosion Control Layout	4.00	0.00	0.00	0.10	0.40	0.00	0.00
Erosion Control Details	1.00	0.00	0.00	0.25	0.25	0.00	0.00
<b>Pump Station</b>							
Site Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elevations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mechanical Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mechanical Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electrical Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>DETAILS</b>							
Standard Detail Sheets	4.00	0.10	0.40	0.25	1.00	0.00	0.00
Special Details	2.00	0.10	0.20	0.25	0.50	0.00	0.00
<b>CROSS SECTIONS</b>							
Cross Sections	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUB-TOTAL</b>	21.00		3.43		9.15		0.00
<b>REVIEW COMMENTS</b>							
30% Review			0.00		0.00		0.00
60% Review			0.50		1.00		0.00
90% Review			0.50		1.00		0.00
<b>Stormwater Permits</b>							
			0.50		1.00		0.00

2/23/2012

## City of Huntsville Engineering Division

8:49 AM

SANITARY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS					
		Project Engineer		Design Engineer		Engineer Tech. / CADD	
		DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL	DAYS/ SHEET	TOTAL
Cost Estimates			0.50		1.00		0.00
Design Hearing			0.00		0.00		0.00
SUB-TOTAL			2.00		4.00		0.00
TOTALS			5.43		13.15		0.00



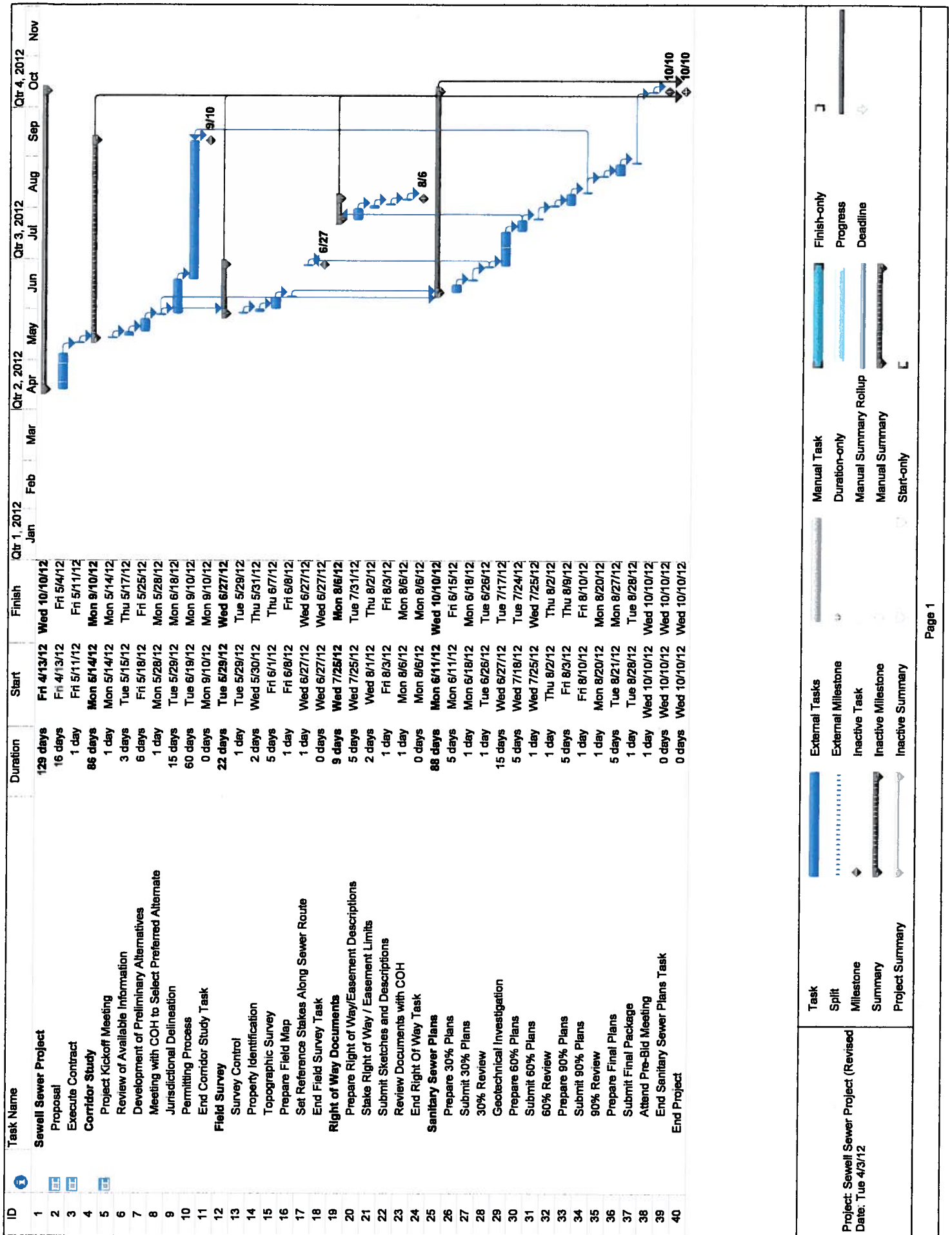


2/23/2012

## City of Huntsville Engineering Division

8:49 AM

<b>Project No.</b>			
<b>Project Name</b> Sewell Sewer			
<b>Description</b> 16" Gravity Sewer			
<b>Scope of Work</b> Sewer			
<b>Project Length</b> ~ 4600 LF			
<b>C.O.H. Project Engineer</b> Kathy Martin			
<b>Engineering Consultant</b> Barge, Waggoner, Sumner and Cannon, Inc.			
<b>Fee Proposal (Sanitary Plans)</b>			
<b>PERSONNEL COST</b>			
	Man-days	Daily Rate @ 8hrs/day	
Project Engineer	5.43	\$ 1,240.00	\$ 6,733.20
Design Engineer	13.15	\$ 960.00	\$ 12,624.00
Engineer Tech. / CADD	0.00	\$ -	\$ -
Clerical	5.00	\$ 536.00	\$ 2,680.00
<b>Sub-Total</b>			<b>\$ 22,037.20</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
S&ME - Geotechnical Investigation			\$ 7,560.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 378.00
<b>Sub-Total</b>			<b>\$ 7,938.00</b>
<b>TOTAL LABOR</b>			<b>\$ 29,975.20</b>





February 23, 2012

Barge Waggoner Sumner & Cannon  
200 Clinton Avenue West #800  
Huntsville, AL 35801

Attention: Mr. Jack Kimbrough

**Subject: Proposal for Geotechnical Engineering Services**  
Sewell Site Sanitary Sewer  
Between Powell Road and Segers Road  
Huntsville, Limestone County, Alabama  
S&ME Proposal Number: 12-024

Dear Mr. Kimbrough:

S&ME, Inc. is pleased to submit this proposal for providing Geotechnical Engineering Services for your project. Since 1973, S&ME has provided geotechnical engineering, environmental consulting, and construction observation and materials testing services on thousands of projects throughout the Southeast.

## **PROJECT INFORMATION**

Project information and a preliminary plan of the were provided by Mr. Jack Kimbrough of Barge Waggoner Sumner and Cannon in a meeting with Mr. Jeremy Jess of S&ME on January 19, 2012.

S&ME understands that the City of Huntsville plans to provide wastewater sewer service to the prospective Sewell Site on Powell Road. The new sewer will connect with the fourth phase of the Western Area Interceptor at the south end of Beaverdam swamp in Limestone County. The planned line will extend approximately 4700 feet. The sewer will range in depth from 10 to 25-ft below the existing surface. The invert elevation of the Western Area Interceptor at the tie-in point is 558-ft MSL while the surface elevation is approximately 572-ft MSL. Plans possible include a jack and bore beneath the outlet to the swamp.

## **GEOTECHNICAL SCOPE OF SERVICES**

We propose a subsurface exploration consisting of the excavation, logging, and sampling of 11 soil test borings within the area of the proposed alignment. Each sewer line boring will be advanced to a depth ranging from 15 to 30 feet or auger refusal, whichever occurs first. We do not anticipate encountering refusal with these planned depths. The borings will be spaced no



more than 500 feet apart and borings will be performed each end of the jack and bore. Temporary piezometers will be placed in some areas of the alignment in order to measure long-term groundwater elevations.

Standard penetration tests (SPT) in general accordance with ASTM D-1586 will be conducted in conjunction with each test boring. SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5 foot intervals thereafter. We will attempt to collect relatively intact Shelby tube samples in order to perform unconfined compressive strength tests. Groundwater levels (if encountered) will be measured in the borings while on site. Temporary piezometers will be installed in two borings in order to measure long term groundwater. Prior to demobilizing, the borings will be backfilled with auger cuttings.

### **Laboratory Testing**

Upon completion of our field exploration, our geotechnical engineer will examine the recovered samples and visually classify them according to the Unified Soil Classification System (ASTM D-2488). On the basis of the anticipated conditions, we propose to perform the following laboratory tests on select samples:

- Natural Moisture Content
- Soil Classification Tests (Atterberg limits and grain size analysis) on selected soil samples
- Unconfined Compressive Strength Tests

### **Engineering Evaluation and Report**

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- Records of test borings outlining the materials encountered at the test locations.
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials.
- Information for lateral earth pressures for potential shoring design.
- Groundwater considerations, if encountered.

Our proposed scope of services and fees assume that subsurface conditions are conducive to standard soil exploration and sampling techniques. We have not included costs associated with exploration or analysis of refusal materials.

After our analysis is complete, a geotechnical materials report will be prepared presenting our findings, conclusions and recommendations relative to the proposed alignment. The materials report will present our findings, earthwork considerations, and other soil related design.

## **CLIENT RESPONSIBILITIES**

We request that Barge Waggoner Sumner and Cannon provide the following:

- An 11 X 17 copy of project plans.
- Stakes for the alignment at 500 feet intervals.
- Elevations marked on each stake.

## **COMPENSATION**

We propose to provide the scope of services described herein for the lump sum fee of **\$7,560**. Should you request additional services, or if special sampling or testing is required, they will be discussed with you and a supplementary fee estimate will be provided prior to initiating such work. We will not initiate any services beyond those included in the base lump sum fee, nor will we exceed this fee, without your prior approval.

Based on our review of the site plan provided and phone conversations, the site appears to be accessible with a track-mounted drill rig. However if site clearing is required, or ground surface conditions are unable to support our drilling equipment, a dozer will be required in order to access the boring locations. The cost for these services will be invoiced at cost plus 15 percent.

Please note the following limitations regarding the proposed geotechnical services:

- Soil test borings have limitations due to interpolation. For more detailed recommendations additional borings or test pits may be needed to further evaluate the subsurface conditions at this site.
- This proposal is based on total drilling footage not exceeding 250 feet. If the subsurface conditions require additional footage, S&ME will require an adjustment to our fee. Additional drilling will not be performed without prior contact to the authorizing agent.

## **Excluded Services**

Without attempting to be a complete list of all services or potential services that will be excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal:

- Geotechnical analysis or design of shoring systems.
- Attendance at project team meetings.
- Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- Wetlands and jurisdictional waters determination or delineation.
- Environmental site assessment. The assessment of site environmental conditions or testing for the presence of contaminants in the soil, rock, surface water or groundwater of the site is beyond the proposed scope of geotechnical services.

- Construction phase services. The monitoring of construction or testing of construction materials is beyond the proposed scope of geotechnical services.

If any of the above excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

## **SCHEDULE**

Based on our current schedule, we anticipate that we can begin the fieldwork within about three days of receiving authorization to proceed. The fieldwork should take about three days. The report will be issued no later than 15 working days after notice-to-proceed. We will keep you informed during the various phases of the work and can provide preliminary recommendations as the work commences.

## **LIMITATIONS**

Utility clearance at the site is the responsibility of the client or owner. As a precaution, we will contact Alabama One-Call prior to our field exploration. The utility location services will only mark public utility lines; therefore, we will need assistance in locating private lines or underground structures, and we request that the Client provide us with any drawings depicting on-site utilities. Our firm cannot be held responsible for damage to utility lines or subsequent loss of service if utility locations are not made known to us or are mis-located by others.

We assume that the client will obtain right-of-entry into the site for our drilling equipment and personnel. Also, moving the drilling equipment around the site and drilling the borings will leave some areas disturbed. While we will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. Our services will include backfilling the borings with the auger cuttings, unless otherwise directed. Over time, you should expect some settlement of the backfilled material. Please inform us if your requirements are any different.

We should be informed of any possible contamination on the site prior to drilling to prevent spreading of the contamination. If contaminated soil or groundwater is encountered during drilling, it is possible that the contamination may be spread to other soil zones or aquifers that were not previously contaminated. It is impossible to eliminate the risk of encountering existing contamination during drilling and because the geotechnical exploration is an essential aspect of the services that we are providing, our firm is not responsible for claims which may arise as a result of contamination allegedly caused by the geotechnical exploration.

## **AUTHORIZATION**

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return a copy to our office. Upon receipt of the signed agreement, we will proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal

and agreement for services next to the change or modification. If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

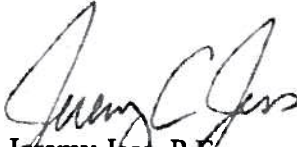
## **CLOSING**

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

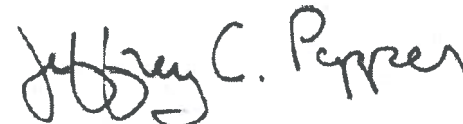
S&ME, Inc. appreciates the opportunity to offer our services to Barge Waggoner Sumner and Cannon for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Respectfully submitted,

**S&ME, Inc.**



Jeremy Jess, P.E.  
Project Engineer



Jeffrey C. Pepper, P.E.  
Senior Geotechnical Engineer

Attachment: Agreement for Services (AS-071)



February 23, 2012

Barge Waggoner Sumner & Cannon, Inc.  
200 Clinton Avenue, Suite 800  
Huntsville, Alabama 35801

Attention: Mr. Jack Kimbrough

Subject: **Proposal for Environmental Consulting Services**  
Sewell Site Sanitary Sewer  
Between Powell Road and Segers Road  
Huntsville, Limestone County, Alabama  
S&ME Proposal: 12-030

Dear Mr. Kimbrough:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for environmental services for the above-referenced property. The proposal describes our understanding of the project, outlines our approach and presents a schedule and proposed fee for these services. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

## **PROPERTY DESCRIPTION**

Project information and a preliminary plan of the project area were provided by Mr. Jack Kimbrough with Barge Waggoner Sumner and Cannon in a meeting with Mr. Jeremy Jess and Sarah Yeldell of S&ME on January 19, 2012. S&ME understands that the City of Huntsville plans to provide wastewater sewer service to the proposed Sewell Site, located on Powell Road in eastern Limestone County. The new sewer will connect with the fourth phase of the Western Area Interceptor at the south end of Beaverdam Swamp in Limestone County. Current plans include a jack and bore beneath the outlet to the swamp on the east end of the project area.

Based on our understanding the project and the provided preliminary plans, the project area is located between Powell Road and Segers Road in eastern Limestone County, Alabama. We reviewed the provided plans and have estimated the project area to be approximately 4600 linear feet in length, extending 1,000 feet north and south of the center line. We understand that you are requesting a jurisdictional waters assessment, preliminary threatened and endangered species assessment, and permitting services related to proposed development of the site.

Proposal for Environmental Services  
Proposed Sewell Site Sanitary Sewer, Limestone County, Alabama

S&ME Proposal No. 12-030  
February 23, 2012

## **SCOPE OF SERVICES**

The following outlines our proposed scope of services:

- Perform a jurisdictional waters and determination and delineation;
- Seek regulatory concurrence of the delineation;
- Perform a preliminary threatened and endangered species survey;
- Review project plans and proposed impacts to identified jurisdictional features;
- Calculate the stream and wetland mitigation credits for proposal to the USACE;
- Compile documents and prepare permit application;
- Following your review and approval, submit application to the USACE.

### **Client Responsibilities**

Prior to S&ME's site visit, project plans should be provided to S&ME and the centerline of the project area and/or project area boundaries should be marked in the field. Once the site visit has been complete and project plans are finalized, the Client is responsible for providing the necessary drawings, plans, and surveys required for the permit application to the USACE and consultation with TVA.

### **Jurisdictional Waters Determination and Delineation**

The following proposed tasks are designed to provide a delineation of potential jurisdictional waters within the above referenced project area and preparation of a delineation verification package for each project area for submittal to the United States Army Corps of Engineers (USACE).

#### Jurisdictional Waters Delineation

Jurisdictional waters of the U.S., including streams and wetlands, are defined by 33 CFR Part 328.3 and are protected by Section 404 of the Clean Water Act (33 USC 1344), which is administered by the USACE. The Alabama Department of Environmental Management (ADEM) currently does not require consultation with the agency in regards to jurisdictional waters of the state.

The services rendered under this task will consist of a review of available information sources such as: U.S. Geologic Survey 7.5-minute quadrangle topographic map for the project site, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) map, and the U.S. Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) soil survey map.

Potential jurisdictional waters of the U.S., including wetlands, will be located in the field using the Routine On-Site Determination Method, as defined in the Corps of Engineers Wetlands Delineation Manual and the applicable Regional



Supplement<sup>1</sup>. This technique is a multi-parameter approach, requiring positive evidence of three criteria: *hydrophytic vegetation*, *hydric soils*, and *wetland hydrology*.

Areas exhibiting the above three wetland characteristics, as well as surface waters, will be considered potentially jurisdictional. The boundaries of identified wetlands will be flagged in the field using surveyors flagging for subsequent location by a licensed land surveyor of your choice. Based on our initial review of documented sources, the northern portion contains wetlands and could possibly contain streams as well. S&ME proposes to flag only the boundary of the combined identified features and does not plan to distinguish between the two in this area of the project area. As such, the centerline of identified streams will be flagged, with exception of the northern portion of the site. We will record the locations of the boundary flags with a handheld, non-mapping grade GPS unit. We will provide a report of findings and will indicate the approximate location of the identified areas (streams and wetlands) on an aerial site map. The acreage of the wetlands will be estimated based on GPS points and is not considered a formal survey. Surveying costs are not included in this proposal but can be provided as an additional scope of service upon request.

#### Regulatory Concurrence of Delineation

All delineations and jurisdictional opinions are preliminary until verified by the USACE and should be used for planning purposes only until verification is complete. Only the USACE has regulatory authority to determine jurisdiction and to verify wetland boundaries. In the case of discrepancies, the USACE's determination of wetland boundaries takes precedence. The USACE provides concurrence on the identified and delineated water bodies and wetlands and whether they are subject to the CWA or the RHA jurisdiction. The USACE and/or the Environmental Protection Agency will make the final decision as to the significant nexus determination of jurisdictional waters of the U.S. on the project area.

Under this scope of service, S&ME will prepare and submit the necessary written documentation to request concurrence of the delineated boundaries and provide a jurisdictional determination from the USACE. The verification may require a second site visit with the USACE representative for confirmation of the identified features. **Please be aware that it usually takes at least 30 to 45 days from the date a request is submitted for the jurisdictional determination to be complete.** Such determinations are valid for five years from the date of issuance.

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<sup>1</sup>Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. U.S. Army Corps of Engineers, Washington, D.C. 100 pp. plus appendices. U.S. Army Corps of Engineers. 2010. *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*, ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-10-9. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

Once the delineated wetland has been verified, it should be surveyed by the surveyor of your choice. A certified survey of the project area depicting the location of jurisdictional waters of the U.S. must be submitted to the USACE in order to receive a letter of final determination. This letter of determination is required prior to the commencement of disturbance activities. Surveying costs are not included in this proposal.

If impacts to jurisdictional features are anticipated, permits may be required by the USACE. If permits are warranted, S&ME is available to provide the services necessary to prepare a permit application package. The costs for preparation of the permit application are not included in this proposal. S&ME cannot guarantee permits will be issued for all disturbance activities impacting jurisdictional features.

**If construction activities are initiated prior to obtaining the written verification from the USACE, S&ME is not responsible if the construction results in a violation and associated fines or penalties levied by the USACE.**

### **Threatened & Endangered Species Preliminary Survey**

A review of the Alabama Department of Conservation and Natural Resources (ADCNR) and the United States Fish and Wildlife Service (USFWS) protected species databases for Limestone County will be conducted in-house. The searches will catalog the protected species and habitats likely to be encountered on or adjacent to the site. Field work will be conducted concurrently with the jurisdictional waters determination to determine if suitable habitats of the listed species occur within the project site.

Potential protected species habitats occurring within the project area will be identified and photographed. No specimens will be collected during the preliminary survey. Our findings will be summarized in a preliminary protected species report describing the probability of protected species within the project area. Following client approval, the report will be forwarded to the USFWS for review and comments. **Please be aware that it usually takes 30 days to receive a response on concurrence from the USFWS.**

Based on our preliminary review of the protected species databases, several aquatic species and two bat species are known to occur in Limestone County. It is possible that additional surveys will be required by the USFWS or the ADCNR if suitable habitat for these animals is identified. Should the USFWS request a specific species survey, S&ME can provide a fee estimate and help coordinate the surveys.

### **Cultural Resources Preliminary Survey**

Although not anticipated at this point or requested by the Client, clearance from the State Historic Preservation Office (SHPO) concerning the presence of cultural resources within the project boundaries may be required. S&ME can provide the services necessary to receive comments from the necessary agency, if requested. The scope and budget of this service is not included in this proposal.

**Preparation of Permit Application and Submittal**

If jurisdictional waters are identified within the project area and proposed development may impact these waters, a Section 404 permit from the USACE would be required. Under this scope, S&ME will prepare and submit the necessary documents to obtain a Section 404 permit from the USACE and ADEM. S&ME will discuss avoidance and minimization efforts with you to incorporate into the supporting permit documents. S&ME assumes your engineer will provide necessary drawings for the permit application. Once the site development plan has been prepared and provided, S&ME will prepare a permit application for the proposed impacts. Once the site development plan has been prepared and provided, S&ME will prepare a permit application for the proposed impacts. Approval to impact wetlands must come from ADEM and the USACE, and will require the submittal of the permit application, including a narrative discussion of the existing site conditions, proposed impacts, and proposed mitigation.

Assuming the impacts are less than 300 linear feet of stream and/or 0.5 acres of wetlands, this activity should be permissible under an existing nationwide permit, most likely a Nationwide 12 permit that includes utility line activities. Completion of a Nationwide Section 404 permit from the U.S. Army Corps of Engineers (USACE) and a Joint Application with Alabama Department of Environmental Management (ADEM) will be required. Should the actual plans indicate a disturbance of more than 300 feet of stream or more than 0.5 acre of wetland, an individual permit would likely be required by the USACE, and we request the opportunity to revise our proposal.

The following outlines our proposed scope of services:

- Calculate the stream and wetland mitigation credits for proposal to the USACE;
- Compile documents and prepare permit application;
- Following your review and approval, submit application to the USACE.

**Preparation of Mitigation Plan and Submittal**

A mitigation plan outlining the steps to be taken to compensate for impacts to the stream and/or wetland acreage must be submitted to the USACE along with a Section 404 permit application. S&ME proposes to prepare and submit for consideration by the USACE the documents necessary for mitigation of the proposed impacts to jurisdictional waters. We assume that you would like to pursue mitigation in the form of purchasing credits from an approved mitigation bank. S&ME will calculate the stream and/or wetland mitigation credits to propose to the USACE based on our site visit and USACE guidelines. We will also assist in arranging the purchase of these credits. S&ME is not responsible for the purchase fee associated with the mitigation credits.

**Tennessee Valley Authority (TVA) Coordination**

Based on our initial review of documented sources, it appears a TVA powerline easement traverses through portions of the project area and may be impacted by the proposed plans. Mr. John Hardyman with TVA informed S&ME that a description and drawings of the proposed plans should be submitted to TVA for approval and receipt of a letter of no

Proposal for Environmental Services  
Proposed Sewell Site Sanitary Sewer, Limestone County, Alabama

S&ME Proposal No. 12-030  
February 23, 2012

objection. He stated that TVA has guidelines that should be considered during the planning stages of the proposed development.

The Nationwide Section 404 USACE permit process includes a joint application with TVA on all projects that TVA does not take jurisdiction over the identified features. Although it is not anticipated, it is possible that the TVA may take jurisdiction over the wetland impacts and in doing so require a Section 26A permit for the impacts. Once proposed impact details are known, S&ME can communicate with TVA and determine whether Section 26A permitting will be required. For the purposes of this proposal, Section 26A permitting has not been included. Should permitting be required, we request the opportunity to revise our proposal.

## **LIMITATIONS**

This project is designed to provide information based on information acquired during our site visits as well as information provided by you. If construction activities are initiated prior to obtaining the applicable required permits from the USACE, S&ME cannot be held liable for fines or penalties levied by the USACE if the unauthorized activity results in a violation. Additional fees associated with any additional surveys or information deemed necessary by the State or USACE after review of submitted documents (not mentioned in this proposal), including additional permits have not been included in this proposal budget. We have included those services that can be anticipated at this stage in the project. Should the project include additional surveys, permits, or information, we request the opportunity to revise our scope and fee.

## **SCHEDULE AND DELIVERABLES**

### ***Jurisdictional Waters Assessment / Threatened and Endangered Species Survey***

The jurisdictional waters determination and delineation will be conducted concurrently with the threatened and endangered species preliminary survey. Based on our understanding of the project, S&ME proposes to begin work on this project within ten business days of receiving written authorization. If this schedule does not meet your needs, please let us know and we will evaluate how it may be compressed. Our field services can be completed in eight business days assuming there are no delays due to weather or site accessibility. We can complete our report of findings within two weeks of completing our field evaluation.

An electronic copy (PDF-portable document format) of the report will be emailed to the client. Upon request, a hard copy will be mailed to the client. Following client approval, the reports will also be mailed to the corresponding agency. S&ME will forward agency correspondence to the client.

### ***Preparation and Submittal of Permit Application Package***

The permit application package will be prepared once the Jurisdictional Determination from the USACE has been received. We will rely on you to provide necessary drawings or survey depicting the existing and proposed conditions. Within one week upon receipt

Proposal for Environmental Services  
Proposed Sewell Site Sanitary Sewer, Limestone County, Alabama

S&ME Proposal No. 12-030  
February 23, 2012

of necessary drawings, plans, surveys, etc., the permit application can be submitted to the USACE. The USACE usually takes 30 to 45 days to respond to the application. The USACE may require additional information that may impact the scheduled timeline.

## **FEES**

Based on the supplied project information and our experience with similar projects, S&ME proposes the following lump sum fees:

Jurisdictional Waters Assessment.....	\$6,800
Preparation of a Verification Package .....	\$500
USACE Onsite Verification Meeting (if required).....	\$800
Threatened & Endangered Species Preliminary Survey .....	\$1,000*
Preparation of Permit Application and Submittal .....	\$3,000

\*These fees assume the protected species survey will be conducted concurrently with the jurisdictional waters assessment.

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without express written consent of S&ME. This quotation is valid for a period of 90 days.

## **USE OF PROPOSAL/REPORT**

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME, Inc. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.

## **AUTHORIZATION**

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of the services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your

Proposal for Environmental Services  
Proposed Sewell Site Sanitary Sewer, Limestone County, Alabama


S&ME Proposal No. 12-030  
February 23, 2012

email acceptance reply will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of work, or if we may be of any further assistance, please call.

Sincerely,

**S&ME, Inc.**



Christa L. Collins  
Project Ecologist



R. Dale Caldwell  
Senior Ecologist / Senior Reviewer

Enclosures: Agreement for Services (Form AS-071)



**ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM**

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information. Please provide the following information:**

- Legal name(s) (include "doing business as", if applicable): Barge Waggoner Sumner & Cannon, Inc.
- City of Huntsville current taxpayer identification number (if available): 97  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):**

Type of Ownership (Check appropriate box)	Entity I.D. Number (If Applicable State)
<input type="checkbox"/> Individual or Sole Proprietorship	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 2581 Tennessee
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.**

**D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.**

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): Vice President  
Type or legibly write name: Harry M. Wilson Date: March 16, 2012

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION  
ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared Harry M. Wilson (print name)  
who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President (state position) for Barge Waggoner Sumner & Cannon, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.  
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

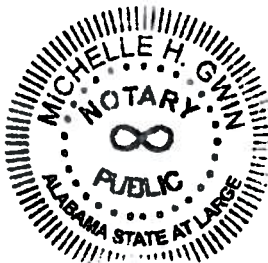
Harry M. Wilson Signature of Affiant

Sworn to and subscribed before me this 2nd day of April, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Michelle H. Gwin Signature and Seal of Notary Public

MY COMMISSION EXPIRES 9-8-2012





Company ID Number: 248258

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Barge Waggoner Sumner & Cannon** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 248258

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



Company ID Number: 248258

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



# E-Verify



Company ID Number: 248258

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



Company ID Number: 248258

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



Company ID Number: 248258

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 248258

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.





Company ID Number: 248258

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible





Company ID Number: 248258

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 248258

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 248258

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Barge Waggoner Sumner & Cannon**

**Joseph D Blackwelder**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

09/09/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

09/09/2009

Date

# E-Verify



Company ID Number: 248258

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Barge Waggoner Sumner & Cannon

Company Facility Address: 211 Commerce Street, Suite 600

Nashville, TN 37201

Company Alternate  
Address:

County or Parish: DAVIDSON

Employer Identification

Number: 620525827

North American Industry  
Classification Systems

Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified

for: 9

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- ALABAMA 3 site(s)



Company ID Number: 248258

- TENNESSEE 5 site(s)
- OHIO 1 site(s)

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Karen A Presley</b>	Fax Number:	<b>(615) 252 - 4455</b>
Telephone Number:	<b>(615) 252 - 4499</b>		
E-mail Address:	<b>Karen.Presley@bwsc.net</b>		
Name:	<b>Joseph D Blackwelder</b>	Fax Number:	<b>(615) 255 - 6572</b>
Telephone Number:	<b>(615) 252 - 4245</b>		
E-mail Address:	<b>Denis.Blackwelder@bwsc.net</b>		
Name:	<b>Tiffany I Coursey</b>	Fax Number:	<b>(615) 252 - 4454</b>
Telephone Number:	<b>(615) 252 - 4473</b>		
E-mail Address:	<b>Tiffany.Coursey@bwsc.net</b>		



**ATTACHMENT 4**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 5**  
**DESIGN REVIEWS**

**0% COMPLETE – PRE-DESIGN CONFERENCE**

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

**CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

**ATTENDEES:** (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

**DISCUSSION TOPICS :**

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

## **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 5. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

**ATTACHMENT 5**  
**DESIGN REVIEWS**

**30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

**CONFERENCE FORMAT**

**ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

**DISCUSSION TOPICS:**

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.

**ATTACHMENT 5**  
**DESIGN REVIEWS**

**60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

**CONFERENCE FORMAT**

**ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

**DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.



**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

**ATTACHMENT 5**  
**DESIGN REVIEWS**

**90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

**CONFERENCE FORMAT**

**DISCUSSION TOPICS**

Discussion topics will be handled open forum.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used
  - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
  - Final "calculated" amount and any "increased" amounts
  - Notes to include any deviation from referenced standard specifications

**ATTACHMENT 5**  
**DESIGN REVIEWS**

**100% COMPLETE – READY TO ADVERTISE**

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

**CONFERENCE FORMAT**

This is a submittal only. **Return this sheet with submittal**

<b><u>YES</u></b>	<b><u>NO</u></b>	<b>REQUIRED SUBMITTALS TO THE PROJECT ENGINEER</b>
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of all approved permits including Location, Character, and Extent, COE, ADEM, etc.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

\_\_\_\_\_  
 Engineer

# **ATTACHMENT 6 - ENGINEERS PERSONNEL FEE SCHEDULE**

**BARGE, WAGGONER, SUMNER AND CANNON, INC.**

**ENGINEERS □ ARCHITECTS □ PLANNERS**

## **SCHEDULE OF STANDARD CHARGES**

**SEWELL SEWER PROJECT**

### **HOURLY- RATE BASIS**

Principal Engineer, PE	\$198.00
Senior Structural Engineer, PE	\$158.00
Structural Engineer, PE	\$108.00
Senior Civil Engineer, PE	\$155.00
Civil Engineer, PE	\$120.00
Civil Engineer, EI	\$ 80.00
Professional Land Surveyor	\$104.00
Assistant Survey Manager	\$ 84.00
2-Man Survey Crew	\$119.00
3-Man Survey Crew	\$160.00
Construction Inspector	\$ 92.00
Senior CADD Designer	\$ 92.00
CADD Designer	\$ 92.00
CADD Technician	\$ 92.00
Administrative Personnel	\$ 67.00

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 5 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. In-House printing, reproduction and photography charges at commercial rates.
- b. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Statements will be issued on a monthly basis.

**THESE RATES WILL REMAIN IN EFFECT THROUGH THE DURATION OF THE CONTRACT.**

**ATTACHMENT 7 - PROGRESS REPORT**  
**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

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MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE: October 13, 2012	_____	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 5) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

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This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT _____	DATE _____	CITY PROJECT ENGINEER _____	DATE _____
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**ATTACHMENT 8 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
S&ME, Inc. 399 Executive Drive Huntsville, AL 35816	<b>Environmental Consulting Services &amp; Geotechnical Engineering Services</b>	\$19,660.00
	<b>SUB-TOTAL</b>	\$19,660.00
	<b>5% Administrative Fee</b>	\$983.00
	<b>TOTAL</b>	\$20,643.00

**ATTACHMENT 9 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 5.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 7	1 hard; 1 digital	Attachment 5
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 5
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 5
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 5
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 5
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 5, 15 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 5
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 5
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 5
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 5, 11
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 5
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 5
Digital text files.	Project Engineer	100% complete.	1	Attachment 5
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 5
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 5
Field notes.	Project Engineer	100% complete.	1	Attachment 5
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 5

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 5
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## **ATTACHMENT 10 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "12" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2007 format.

All spreadsheets shall be in Microsoft Excel 2007 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping". <http://140.194.76.129/publications/eng-manuals/em1110-1-1000/toc.htm>



**ATTACHMENT 11 – UTILITY PROJECT NOTIFICATION FORM**

**NAME:** \_\_\_\_\_  
(Utility Name)

**PROJECT NAME:** \_\_\_\_\_ **PROJECT NUMBER:** \_\_\_\_\_

**CONSULTING ENGINEER:** \_\_\_\_\_  
(Name)

**ENGINEERING REPRESENTATIVE** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

**DO** \_\_\_\_\_

**DO NOT** \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

**LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:**

**NAME OF UTILITY:** \_\_\_\_\_

**NAME OF UTILITY:** \_\_\_\_\_

**NAME OF UTILITY:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

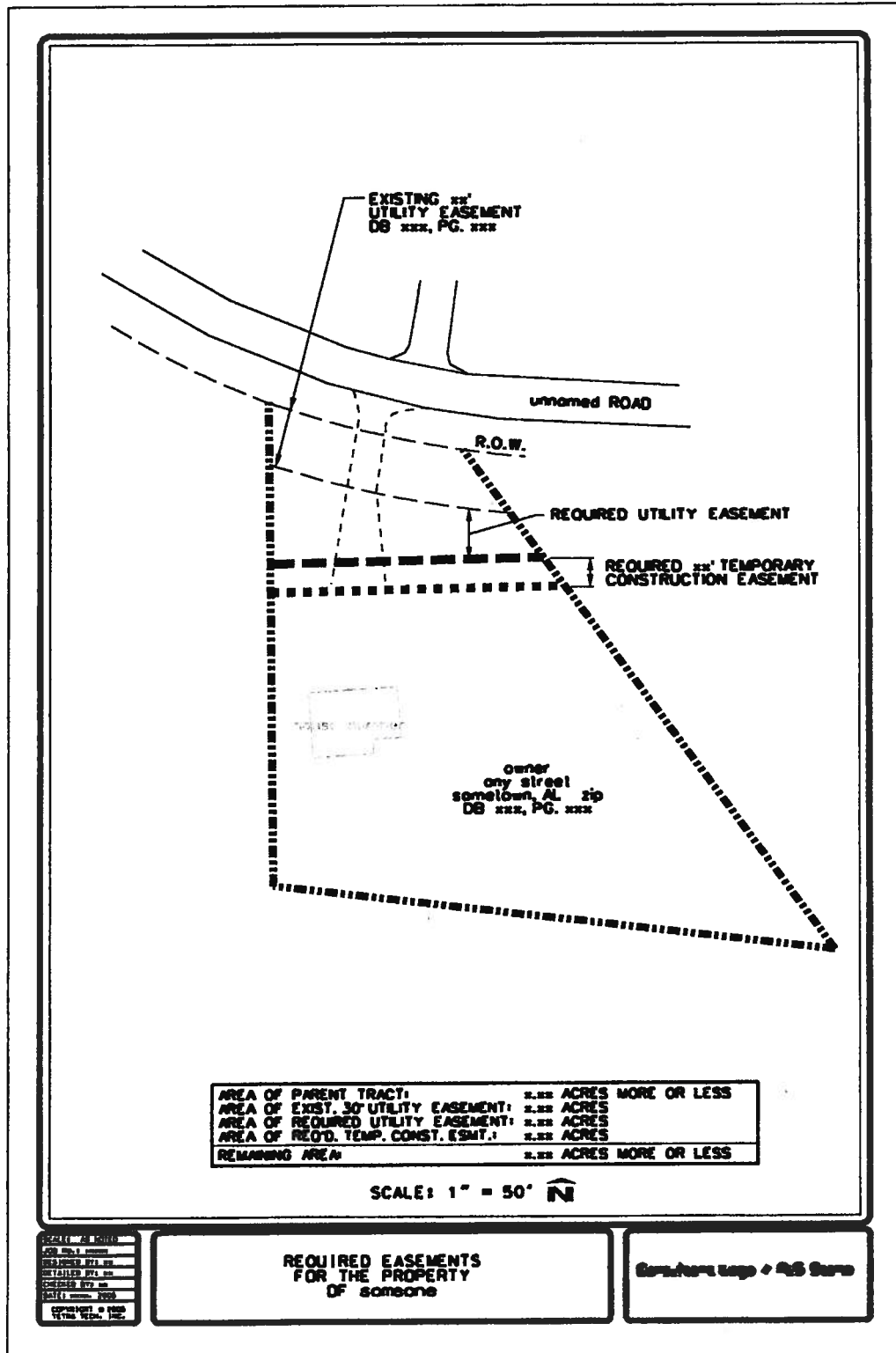
**BY:** \_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

**FIELD CONTACT PERSON:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_  
**OFFICE CONTACT PERSON:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**ATTACHMENT 13**  
**SAMPLE**



## **ATTACHMENT 14**

### **United States National Map Accuracy Standards**

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

## **ATTACHMENT 15**

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

#### **DRAWINGS:**

##### **Individual Parcels**

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- **All Parcels shall be closed shapes (polygons).**
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### **Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

##### **Color Standards**

**(SAMPLE)**

<b><u>Description</u></b>	<b><u>Color</u></b>	<b><u>Line Style</u></b>	<b><u>Type</u></b>
Existing ROW	Red	Medium Dashed	Closed Polygon
Proposed ROW	Red	Solid	
Existing Easements	Orange	Medium Dashed	Closed Polygon
Proposed Easements	Orange	Solid	
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.



**ATTACHMENT 16 - GIS BASE MAP**

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			

41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						